

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		<i>Form Approved</i> OMB No. 9000-0002 <i>Expires Oct 31, 2001</i>									
<p>The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.</p>											
1. SOLICITATION NUMBER SP0600-01-R-0095	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 95%;">a. INVITATION FOR BID (IFB)</td> </tr> <tr> <td style="text-align: center;"> </td> <td>b. REQUEST FOR PROPOSAL (RFP)</td> </tr> <tr> <td style="text-align: center;"> </td> <td>c. REQUEST FOR QUOTATION (RFQ)</td> </tr> </table>	X	a. INVITATION FOR BID (IFB)		b. REQUEST FOR PROPOSAL (RFP)		c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE AUGUST 1, 2001 (1PM LOCAL TIME)			
X	a. INVITATION FOR BID (IFB)										
	b. REQUEST FOR PROPOSAL (RFP)										
	c. REQUEST FOR QUOTATION (RFQ)										
<p style="text-align: center;">INSTRUCTIONS</p> <p>NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.</p> <p>1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.</p> <p>2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.</p> <p>3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.</p> <p>4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition."</p>											
4. ISSUING OFFICE <i>(Complete mailing address, including Zip Code)</i> ATTN DESC BZD RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FAX (703) 767-8506 FORT BELVOIR VA 22060-6222 Purchase Program 1.1k		5. ITEMS TO BE PURCHASED <i>(Brief description)</i> <table style="width: 100%;"> <tr> <td style="width: 30%;">AN8</td> <td style="width: 40%;">2,600,000 USG</td> <td style="width: 30%;">LOCATION:</td> </tr> <tr> <td>JP5</td> <td>3,600,000 USG</td> <td>DEEP FREEZE (ANTARCTICA)</td> </tr> <tr> <td>MUM</td> <td>260,000 USG</td> <td></td> </tr> </table> DELIVERY PERIOD: December 01, 2001 thru December 31, 2001 plus a 30-day carry-over period	AN8	2,600,000 USG	LOCATION:	JP5	3,600,000 USG	DEEP FREEZE (ANTARCTICA)	MUM	260,000 USG	
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6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i> <table style="width: 100%;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 95%;">a. THIS PROCUREMENT IS UNRESTRICTED</td> </tr> <tr> <td style="text-align: center;"> </td> <td>b. THIS PROCUREMENT IS ____% SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS:</td> </tr> <tr> <td style="text-align: center;"> </td> <td>c. THIS PROCUREMENT IS ____% SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:</td> </tr> <tr> <td style="text-align: center;"> </td> <td>d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.</td> </tr> </table>			X	a. THIS PROCUREMENT IS UNRESTRICTED		b. THIS PROCUREMENT IS ____% SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS:		c. THIS PROCUREMENT IS ____% SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:		d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	
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7. ADDITIONAL INFORMATION <table style="width: 100%;"> <tr> <td style="width: 30%;">a. SEND OFFERS TO THIS ADDRESS</td> <td style="width: 70%;"> ATTN: DESC CPC BID CUSTODIAN RM 3729 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 FAX # (703) 767-8506 </td> </tr> </table> <p>SEE DD FORM 1707, Block 7 (Additional Information Continued)</p>			a. SEND OFFERS TO THIS ADDRESS	ATTN: DESC CPC BID CUSTODIAN RM 3729 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 FAX # (703) 767-8506							
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8. POINT OF CONTACT FOR INFORMATION <table style="width: 100%;"> <tr> <td style="width: 50%;">a. NAME <i>(Last, First, Middle Initial)</i> RALPH, ERIN, S.</td> <td style="width: 50%;">b. ADDRESS <i>(include Zip Code)</i> ATTN DESC-BZD RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222</td> </tr> <tr> <td>c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> (703) 767-9298</td> <td>d. E-MAIL ADDRESS eralph@desc.dla.mil</td> </tr> </table>			a. NAME <i>(Last, First, Middle Initial)</i> RALPH, ERIN, S.	b. ADDRESS <i>(include Zip Code)</i> ATTN DESC-BZD RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222	c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> (703) 767-9298	d. E-MAIL ADDRESS eralph@desc.dla.mil					
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9. REASONS FOR NO RESPONSE <i>(X all that apply)</i> <table style="width: 100%;"> <tr> <td style="width: 30%;">a. CANNOT COMPLY WITH SPECIFICATIONS</td> <td style="width: 70%;">d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED</td> </tr> <tr> <td>b. UNABLE TO IDENTIFY THE ITEM(S)</td> <td>e. OTHER <i>(Specify)</i></td> </tr> <tr> <td>c. CANNOT MEET DELIVERY REQUIREMENT</td> <td></td> </tr> </table>			a. CANNOT COMPLY WITH SPECIFICATIONS	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	b. UNABLE TO IDENTIFY THE ITEM(S)	e. OTHER <i>(Specify)</i>	c. CANNOT MEET DELIVERY REQUIREMENT				
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10. MAILING LIST INFORMATION <i>(X one)</i> WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.											
11a. COMPANY NAME		b. ADDRESS <i>(include Zip Code)</i>									
c. ACTION OFFICER											
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>		(2) TITLE									
(3) SIGNATURE		(4) DATE SIGNED <i>(YYYYMMDD)</i>									

DD FORM 1707, JAN 2001

PREVIOUS EDITION IS OBSOLETE

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-01-R-0095	
DATE AUG 1, 2001	LOCAL TIME 1:00 P.M.

TO

ATTN: DESC-CPC BID CUSTODIAN RM 3729
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN RD SUITE 4950
FORT BELVOIR VA 22060-6222
USA

DD Form 1707, Block 7 - ADDITIONAL INFORMATION CONT'D

- b. Sealed offers in original and 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in block 7 above. If hand carried, the depository is located in RM 3729 at DESC.
- c. The fax number for the Bid Custodian is (703) 767-8506.
- d. Standard Form (SF) 1449 and Segment I of this solicitation apply to both domestic and foreign concerns. Segment II applies to both domestic and foreign concerns to the extent that work is performed under any resultant contract within the United States or outside the United States by employees recruited within the United States.
- e. Offerors are advised to please complete and submit as your offer, the accompanying Offeror Submission Package. Certification and Representation clauses should be answered in either the affirmative or negative, as applicable. If a clause does not apply, LEAVE BLANK. (DO NOT state "N/A - Not Applicable.") Please initial all changes and corrections. Offerors must acknowledge receipt and acceptance of all amendments to this solicitation.
- f. For questions concerning Small Business Matters, contact Ms. Kathy Williams at (703) 767-9400 or 1-800-523-2601.
- g. NOTICE: Any contract awarded to a contractor who, at the time of award, was suspended, debarred, or ineligible for receipt of contracts with Government agencies, or was in receipt of a notice of proposed debarment from any Government agency, is voidable at the option of the Government.
- h. Offerors are advised that the inclusion of any provision which requires sequential evaluation of individual offers; i.e., offers requiring DESC to obtain more than one computer evaluation in order to evaluate that offer, may result in rejection of the offer. Offerors are encouraged to discuss the intended changes in proposals with DESC in order to identify potentially unacceptable proposals and to determine possible alternatives.
- i. For emergency situations during non-duty hours, the number to contact is (703) 767-8420 at the DESC Operations Center, Contingency Plans and Operations Division (DESC-DL).
- j. In order to be retained on the Deep Freeze bidder's mailing list, you must either respond to the solicitation or return the DD Form 1707 with the appropriate information in Blocks 9, 10, and 11. Failure to do so will result in deletion of your company from the bidder's mailing list. This includes all potential offerors and/or those receiving it for informational purposes only.
- k. Clause B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) - Initial offer price and base reference price date is June 1, 2001. For initial offers, assume date of lift to be June 1, 2001. The final proposed revision reference price effective date will be the same as the reference price established for initial offers.
- l. The "Standardized Format" as referenced in Clauses C16.01 TURBINE FUEL, AVIATION (JP4/JP5) (BULK) and C16.64-5 TURBINE FUEL, AVIATION (JP8) can be found in Section J, Attachment 4, STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF AVIATION TURBINE FUEL TEST REPORT to this RFP.
- m. Clause G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE - Offerors may elect payment by electronic transfer of funds through the Corporate Trade Payment (CTX) system. Offerors are advised to verify their financial institution's (FI) participation in the CTX system, and the acceptability of their procedures. Firms receiving an award under this solicitation must ensure that the appropriate arrangements are made with their FI prior to submission of the first invoice.
- n. **IMPORTANT:** Clause I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) provides the minimum and maximum quantities under a resultant contract. Please direct ATTENTION to paragraph (d) of this clause regarding the final order placed calling for delivery into, or by means of tanker, barge, or pipeline. The additional quantity for this final order (50,000 BBLs) now applies to each product offered from each refinery source. This additional quantity cannot exceed the monthly quantity as defined in Clause F1.25 DELIVERY AND ORDERING PERIODS.
- o. Please note that the offeror agrees to submit prior to award a Material Safety Data Sheet (MSDS) in accordance with Clause I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS.
- p. Section J, Attachment 1, Central Contractor Registration (CCR) and Cage Code Instructions. New procedures are explained in this attachment to obtain a Cage Code and to apply for the Central Contractor Registration, which are required to do business with the U.S. Department of Defense (DoD). Also see DESC home page www.desc.dla.mil. Doing Business with DESC.

q Pursuant to Clause L2.11-2 FACSIMILE PROPOSALS, offers submitted by facsimile must constitute an offeror's hard copy. It must contain all required representations and certifications as well as all required signatures.

r The following tentative negotiation schedule is provided for planning purposes. Note this schedule is subject to change at any time:

August 1, 2001	Initial Offer Closing Date (1:00 p.m.)
August 22, 2001	Negotiations Open
October 16, 2001	Negotiations Close

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SC0600-01-0333		PAGE 1 OF 8	
2. CONTRACT NUMBER		3.AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SPO600-01-R-0095	
6.. SOLICITATION ISSUE DATE JUNE 28, 2001		7. FOR SOLICITATION INFORMATION CALL: CS		a. NAME ERIN S. RALPH/DESC-BZD		b. TELEPHONE NUMBER (no collect calls) (703) 767-9298	
8. OFFER DUE DATE/ AUGUST 1, 2001 @ 1:00 P.M., LOCAL TIME		9. ISSUED BY ATTN DESC BZD RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222 SEE BLOCK 7 OF THE DD FORM 1707 FOR ADDRESS TO SEND OFFERS. PP: 1.1K		SC0600		10. THIS ACQUISITION IS [X] UNRESTRICTED [] SET ASIDE % FOR [] SMALL BUSINESS [] SMALL DISADV BUSINESS [] 8(A) SIC: 2911-2 SIZE STANDARD: See Clause L2.05-2	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [X] SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION [] RFQ [] IFB [X] RFP		15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9	
17a. CONTRACTOR / OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENTS DIVISION ATTN: DFAS- FVSFA/CO P.O. BOX 182317 COLUMBUS OH 43218-6250	
[] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [] SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES SEE CLAUSE B1 (Attach additional Sheets as Necessary)				21. QUANTITY	
						22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [] ARE NOT ATTACHED.							
[] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [] ARE [] ARE NOT ATTACHED.							
[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				[] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				[] PARTIAL [] FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL			
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449
Prescribed by GSA FAR (48 CFR) 53.212

The following clauses are utilized in lieu of the FAR Commercial Item Clauses cited in 27(A) of the Standard Form 1449.

SECTION I

CLAUSE NUMBER	CLAUSE TITLE	PAGE(S)
I1.03-2	CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (BULK) (DESC AUG 1999)	4
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2000)	5
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)	8
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)	9
I190.04	MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 1996)	9

SECTION I

11.03-2 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (BULK) (DESC AUG 1999)

(a) **INSPECTION/ACCEPTANCE.** See Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **CHANGES.** See Addendum.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference. Also see Addendum.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made. Also see Addendum.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b.

destination.

(k) **TAXES.** See Addendum.

CLAUSE II.03-2 cont'd

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F40)

II.04 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2000)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067; and
- (3) 52.233-3, Protest After Award (31 U.S.C. 3553).

CLAUSE I1.04 cont'd

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

☐ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).

☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☐ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☐ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☐ 52.222-26, Equal Opportunity (E.O. 11246).

☐ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☐ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a - 10d).

☐ 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). ☐ Alt I. ☐ Alt II.

☐ 52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).

☐ 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

CLAUSE I1.04 cont'd

- ☐ 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).
- ☐ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).
- ☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

- ☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
- ☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).
- ☐ 52.222-50, Nondisplacement of Qualified Workers (E.O. 129333).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

CLAUSE II.04 cont'd

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

- | | | |
|--------------------------|--------------|--|
| <input type="checkbox"/> | 252.205-7000 | Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) |
| <input type="checkbox"/> | 252.206-7000 | Domestic Source Restriction (10 U.S.C. 2304) |
| <input type="checkbox"/> | 252.219-7003 | Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) |
| <input type="checkbox"/> | 252.225-7001 | Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10-d, E.O. 10582) |
| <input type="checkbox"/> | 252.225-7007 | Buy American Act -Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note) |
| <input type="checkbox"/> | 252.225-7012 | Preference for Certain Domestic Commodities |
| <input type="checkbox"/> | 252.225-7014 | Preference for Domestic Specialty Metals (10 U.S.C. 2341 note) |
| <input type="checkbox"/> | 252.225-7015 | Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note) |
| <input type="checkbox"/> | 252.225-7021 | Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note) |
| <input type="checkbox"/> | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779) |
| <input type="checkbox"/> | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755) |
| <input type="checkbox"/> | 252.225-7029 | Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)93) |
| <input type="checkbox"/> | 252.225-7036 | Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program ([] Alt I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note) |
| <input type="checkbox"/> | 252.227-7015 | Technical Data Commercial Items (10 U.S.C. 2320) |
| <input type="checkbox"/> | 252.227-7037 | Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321) |

CLAUSE I1.05 cont'd

- ☐ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
- ☐ 252.247-7023 Transportation of Supplies by Sea (☐ Alt I), (☐ Alt II) (10 U.S.C. 2631)
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(b) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract.

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)
- ☐ 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(DFARS 252.212-7001)

I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess repurchase costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action**, as used herein, means the termination for cause, including any associated repurchase effort, involving--
 - (1) Any single order or any group of orders terminated together;
 - (2) Any item or group of items terminated together; or
 - (3) The entire contract.

(DESC 52.249-9F20)

I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 1996)

- (a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet (MSDS), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the MSDS prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, that renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).
- (d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

(DESC 52.223-9F05)

ADDENDUM PACKAGE

SOLICITATION: SP0600-01-R-0095

PROGRAM: P.P. 1.1K

THE ENCLOSED SOLICITATION COVERS THE PERIOD: DECEMBER 1, 2001

THROUGH: DECEMBER 31, 2001

To be timely, offers must be received at the Defense Energy Support Center by:
1:00 P.M., LOCAL TIME, AUGUST 1, 2001

<u>SEGMENT I</u>		
This segment applies to both domestic and foreign concerns offering on this solicitation.		
SECTION B		
CLAUSE NUMBER	CLAUSE TITLE	PAGE
B1	SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC SEP 1996)	A-5
B19.34	ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC APR 1997)	A-7
SECTION C		
C1	SPECIFICATIONS (DESC JAN 1997)	A-9
C1.02	DODISS SPECIFICATIONS (DESC OCT 2000)	A-9
C16.01	TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC JAN 2001)	A-9
C16-18-6	GASOLINE, AUTOMOTIVE, UNLEADED (REGULAR/MIDGRADE/PREMIUM) (DESC SEP 1998)	A-11
C16.64-5	TURBINE FUEL, AVIATION (JP8) (DEEP FREEZE AND WESTPAC ONLY) (DESC JUL 2000)	A-12
SECTION E		
E1	CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)	A-14
E5	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)	A-22
E12	POINT OF ACCEPTANCE (DESC MAY 1969)	A-23
E21.01	SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)	A-23
E22	LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS (DESC MAY 2000)	A-24
E35.02	REQUEST FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)	A-26
E40.05	MATERIAL INSPECTION AND RECEIVING REPORT (DESC MAR 2000)	A-26
E40.06	COMMERCIAL BILLS OF LADING (OVERSEAS BULK) (DESC JUN 1996)	A-27
SECTION F		
F1.09	DETERMINATION OF QUANTITY (DESC AUG 1999)	A-28
F1.25	DELIVERY AND ORDERING PERIODS (DESC JUL 1995)	A-30
F51	SHIPMENT AND ROUTING (OVERSEAS) (DESC NOV 1972)	A-30
F52	TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)	A-31

SECTION F CONT'D		
CLAUSE NUMBER	CLAUSE TITLE	PAGE
F52.01	TANKER STANDARDS AND REQUIREMENTS (DESC SEP 1995)	A-32
F92	SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWNS FOR TURNAROUNDS (DESC AUG 1999)	A-33
F105	VARIATION IN QUANTITY (APR 1984)	A-33
F105.01	DEADFREIGHT (DESC JUN 1990)	A-33
SECTION G		
G3	INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)	A-34
G3.01	PAYMENT DUE DATE (DESC OCT 1988)	A-34
G150.05	SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS (BULK) (DESC OCT 2000)	A-34
SECTION H		
H19.02	REPORTING REQUIREMENTS FOR SHIPMENTS (DESC NOV 2000)	A-36
SECTION I		
I1.07	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)	A-39
I2.05	CHANGES - FIXED-PRICE (AUG 1987)	A-40
I11.04	BANKRUPTCY (JUL 1995)	A-40
I27	GRATUITIES (APR 1984)	A-40
I28.21	TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)	A-40
I33	INTEREST (JUN 1996)	A-41
I81	INDEFINITE QUANTITY (OCT 1995)	A-42
I86.12	DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC APR 2001)	A-42
I179	ALLOCATION (DESC JUL 1995)	A-43

SECTION I CONT'D		
CLAUSE NUMBER	CLAUSE TITLE	PAGE
I186	PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)	A-44
I211	ORDERING (OCT 1995)	A-44
I211.02	ORDERING (CONT'D) (DESC JAN 1991)	A-44
SECTION L		
L2.10	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	A-45
L2.10-1	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	A-45
L2.11-2	FACSIMILE PROPOSALS (DESC OCT 1997)	A-45
L5.01-1	AGENCY PROTESTS (SEP 1999) - DLAD	A-45
L74	TYPE OF CONTRACT (APR 1984)	A-45
L115	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)	A-46
L203	HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)	A-46
SECTION M		
M4.01	RIGHT TO APPLY F.O.B. ORIGIN OFFER (DESC JAN 1976)	A-47
M10	EVALUATION - ALL OR NONE (DESC MAR 2000)	A-47
M24.04	EVALUATION OF OFFERS INVOLVING F.O.B. ORIGIN TANKER LOADING FOR FUEL REQUIREMENTS FOR ANTARCTICA (BULK) (DESC JAN 1998)	A-47
M33	QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DESC MAR 1997)	A-48
M55	CONVERSION FACTORS (DESC APR 1998)	A-49
M72	EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)	A-50
M74	USE OF DESP BY COMMERCIAL SUPPLIER OFFERING PRODUCT UNDER DESC SOLICITATION (DESC AUG 1983)	A-50

SEGMENT II		
This segment applies to both domestic and foreign concerns to the extent that work is performed under this contract within the United States or outside the United States by employees recruited within the United States.		
SECTION I (SEGMENT II)		
CLAUSE NUMBER	CLAUSE TITLE	PAGE
I28.02-1	FEDERAL, STATE, AND LOCAL TAXES /FEES EXCLUDED FROM CONTRACT PRICE (DESC AUG 1997)	A-51
I28.03-1	TAX EXEMPTION CERTIFICATES (DESC MAR 1989)	A-52
SECTION L		
L96	ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)	A-53

SEGMENT I

This segment applies to both domestic and foreign concerns offering on this solicitation.

SECTION B**B1 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC SEP 1996)**

(a) The minimum and maximum quantities are defined in the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause.

(b) The supplies to be furnished during the contract period and all associated data are as follows:

TURBINE FUEL, AVIATION, GRADE AN8

PURCHASE PROGRAM 1.1K

NSN: 9130-01-373-0208

MIL-DTL-83133E DTD APRIL 1, 1999

PURCHASE REQUEST NO. SC0600-01-0333

THE TOTAL ESTIMATED AN8 QUANTITY IS -- 2,600,000

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0001	499127	923001000	MCMURDO, ANTARCTICA

QUANTITY 2,600,000

NOTES:

- A. AN8 must have a depressed freeze point of minus 72 degrees Fahrenheit.
- B. SDA Level must be between 150 to 600 conductivity units as per JP-8 specification.
- C. A minimum flashpoint of 100 degrees Fahrenheit.
- D. These special requirements are critical to Antarctic Fuels Operations under the single fuel concept.

MODE	FSII	SDA	CI
TANKER	REQUIRED	REQUIRED	REQUIRED

TURBINE FUEL, AVIATION, GRADE JP5

PURCHASE PROGRAM 1.1K

NSN: 9130-00-273-2379

MIL-DTL-5624T DTD SEPTEMBER 18, 1998

PURCHASE REQUEST NO. SC0600-01-0333

THE TOTAL ESTIMATED JP5 QUANTITY IS -- 3,600,000

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0101	499127	923001000	MCMURDO, ANTARCTICA

QUANTITY 3,600,000

MODE	FSII	SDA	CI
TANKER	REQUIRED	NONE	REQUIRED

Gasoline,Auto,Midgrade,89 Octane, MUM
 PURCHASE PROGRAM 1.1K
 NSN: 9130-01-272-0983
 ASTM D 4814
 PURCHASE REQUEST NO. SC0600-01-0333

THE TOTAL ESTIMATED MUM QUANTITY IS -- 260,000

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0201	499127	923001000	MCMURDO, ANTARCTICA

QUANTITY 260,000

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TANKER	NONE	NONE	NONE

NOTE: VOLATILITY CLASS: E-5

GENERAL NOTES FOR AN8, JP5 AND MUM

- A.** The contractor shall verify that the product has been tested and meets contractual requirements at least seven days prior to the berthing of the tanker. Contractor shall provide adequate written notification to the assigned quality inspection office and DESC-BI in order to permit QAR witnessing of the tests. (See Clauses E1 & E5).
- B.** Procurement of all products must be within the same geographical area.
- C.** FOB Origin Tanker Delivery Only.
- D.** Evaluation of Offers will consider the cost of moving a tanker from its normally assigned area of operations to the FOB point, to the destination discharge location and the anticipated subsequent load port for the T-5 tanker. (See Clause M24.04).

B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC APR 1997)**(a) WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in this offer and/or contract do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation provisions.

(b) DEFINITIONS. As used throughout this clause, the term--

(1) **Base unit price** means the unit price set forth opposite the item in the Schedule.

(2) **Reference price** means the price assessment or formula set forth in the Table in (f) below with which the base unit price is to fluctuate.

(3) **Date of delivery** is defined as follows:

(i) FOR TANKER OR BARGE DELIVERIES.

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point.

(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) ADJUSTMENTS.

(1) The Contractor shall give written notice to the Contracting Officer, Defense Energy Support Center, of any delivery and associated change in the reference price within 15 working days from the date thereof. Contractor failure to timely notify the Contracting Officer of any delivery and associated change in the reference price may result in late or incorrect payment of the relevant invoice.

(2) Subject to the provisions of this clause, the prices payable under this contract shall be the base unit price increased or decreased by the same number of cents, or fraction thereof, that the reference price shall have increased or decreased.

(3) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on and after the effective date of the price change as stated in the publication.

(4) The Contracting Officer will issue a modification to this contract to reflect any change pursuant to this provision.

However, no increase in a contract unit price shall be executed pursuant to this provision until the increase in the applicable published reference price has been verified by the Contracting Officer.

(5) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(6) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the award price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(7) REVISION OF REFERENCE PRICE INDICATOR. In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market

conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(8) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS provision, apply unless otherwise specified in the Schedule.

CLAUSE B19.34 cont'd

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **TABLE.**

REFERENCE PRICE TABULATION				
ITEM NO. (LISTED ITEMS)	NAME OF PUBLICATION	HEADING UNDER WHICH REFERENCE PRICE IS PUBLISHED AND NAME OF PRODUCT	LOCATION WHERE REFERENCE PRICE IS APPLICABLE	REFERENCE PRICE AS OF JUNE 1, 2001 (EXCLUDES ALL TAXES)
See Below	Platt's Oilgram Price Report (U.S. Edition)	Spot Price Assessments (Singapore/Japan Cargoes)	See Below	Compute average low/high for ten published effective days' price preceding date of lift.

PRODUCT (ITEM NO.)	REFERENCE PRODUCT (LOCATION)	REFERENCE PRICE/USG EFFECTIVE JUNE 1, 2001
AN8 (0000)	Kerosene (Singapore Subheading)	\$0.733155
JP5 (0100)	Kerosene (Singapore Subheading)	\$0.733155
MUM (0200)	Mogas/95 UNL (Singapore Cargoes)	\$0.728036

For Platt's Oilgram: "NOTE: Reference price is the average of the low and high prices for the ten published effective days' prices preceding the date of lift. For example, assume a lift on Friday and on that day, Platt's published the effective price assessment for the previous day (Thursday). That previous day's effective price assessment would be the tenth day used to calculate the reference price. If a lift were on Saturday, Sunday, or Monday, then the prior Friday's effective price, which is published on Monday, would be the tenth day used to calculate the reference price. Because Platt's does not publish on the weekend, Saturday's, Sunday's, and Monday's reference price is calculated the same and then only Saturday's reference and unit prices are reflected in the contract price modification. For any consecutive days' reference prices that calculate to be the same, only the first day's reference and unit prices are shown on the contract price modification. Accordingly, for any lift date not shown on a contract price modification, the last date prior to the missing date is used for payment purposes. If Platt's fails to publish an assessment designated for a particular product yet publishes other assessments for other products, then just that missing effective price for that particular product is not considered as a published day's price for reference price calculation purposes."

(DESC 52.216-9FR1)

SECTION C**C1 SPECIFICATIONS (DESC JAN 1997)**

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the most recent Department of Defense Index of Specifications and Standards (DODISS) and any applicable supplement. The basic DODISS is issued on July 1st every year; supplementals thereto are issued every other month thereafter, those dates being September 1st, November 1st, January 1st, March 1st, and May 1st.

(DESC 52.246-9FT1)

C16.01 TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC JUN 2001)

(a) Specification MIL-DTL-5624T, dated September 18, 1998, Turbine Fuel, Aviation, Grades JP4 and JP5, applies. The requirements of Table 1 in the specification are modified as follows:

(1) **FILTRATION TIME TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 4 minutes, 22 seconds, would be reported as 5 minutes.

(2) **HYDROGEN CONTENT.** ASTM D 5291 may be used in lieu of ASTM D 3701.

(3) **MICRO-SEPAROMETER (MSEP) REQUIREMENTS.** Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces Fuel System Icing Inhibitor (FSII) and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

(4) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a handblend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result on this handblend is a REPORT ONLY requirement and shall be recorded corresponding to item 750X, both on the Standardized Test Report Form (see Attachment 4) and on the DD Form 250-1. This result shall be recorded with an asterisk next to it, and with a footnote below, stating, "MSEP result is a 'Report Only' requirement. Original result of _____ (fill in actual result) on product containing the following additives: _____ (fill in combination of additives)."

(5) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241, shall be performed according to either Option A or B described below:

(i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-5624T, an additional JFTOT test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit). Shipments will not be delayed pending results of this additional JFTOT test.

(ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). If both tests are performed, the results of the test at 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

(iii) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260 degrees Celsius shall be reported as using series "B" for item numbers 601, 602, and 603. If another temperature is used, use series "A" to report the results and item 604A to report the test temperature.

(b) ADDITIVES.

(1) Additives are required for deliveries of JP4 and JP5, per MIL-DTL-5624T, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirement. FSII included in jet fuel shall conform to MIL-DTL-85470B dated June 15, 1999.

(2) The DD Form 250-1 for marine shipments shall cite the type, name, and amount (in milligrams per liter) of additives added to the fuels.

(3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-19 dated March 5, 2001. Only the following CI/LI additives are approved for inclusion in fuel shipments to overseas NATO countries: Apollo PRI-19, Octel DCI-4A, HITEC 580, NALCO/EXXON 5403, Mobilad F800, TOLAD 4410, and TOLAD 4445.

CLAUSE C16.01 cont'd

(4) For JP4 containing hydrogen-treated blending stocks, the following applies: Where a finished fuel consists of a blend of hydrogen-treated and nonhydrogen-treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-5624T, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated. In such cases the proportion of the blend that has been hydrogen treated shall be reported.

(5) Line injection of additives (FSII and corrosion inhibitor) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(i) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(ii) When FSII is required, additive concentration must be verified based on a representative shipment sample(s).

(iii) Conformance to specification requirements at the custody transfer point is required; however, prior to shipment, a laboratory handblend of jet fuel with all additives required by this contract shall be tested to verify compliance with the required specification (except for Reid Vapor Pressure (RVP) and MSEP). Using a separate representative sample, RVP analysis of JP4 shall be performed without the additives present due to the sensitivity of the test to sampling and handling. MSEP analysis shall be performed per Contractor's election in MIL-DTL-5624T, dated September 18, 1998.

(6) When the addition of Static Dissipator Additive (SDA) is required by the contract, the new formulation of STADIS 450 (active ingredient dinonynaphthylsulfonic acid (DINNSA)) shall be used.

(c) **APPLICABLE TO JP5 ONLY.**

(1) **TOTAL SULFUR CONTENT.** The total sulfur content of JP5 shall be 0.30 mass percent maximum.

(2) **FLASH POINT TESTING.** The referee procedure for performing flash point testing of JP5 shall be the manual version of ASTM D 93 as opposed to the automated version of ASTM D 93.

(3) **REPORTS.** Refer to the MATERIAL INSPECTION RECEIVING REPORT clause for reporting requirements. In addition, copies of the applicable DD Form 250 or DD Form 250-1 shall be submitted with a laboratory analysis report for each tank of product lifted. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and to the address shown below:

NAVAL AIR SYSTEMS COMMAND
FUELS AND LUBRICANTS DIVISION, AIR 4.4.5
22229 ELMER ROAD, UNIT 4, BLDG 2360
PATUXENT RIVER, MD 20670-1534

(d) **APPLICABLE TO JP4 ONLY.**

(1) With the exception of the fuel electrical conductivity test requirement, JP4 must meet the specification test requirements of MIL-DTL-5624T with all additives required by this contract included, except SDA. After verifying specification conformance, SDA, when required by this contract, shall be added proportionately to obtain a conductivity range of 150-600 picosiemens per meter. SDA will not be preblended with FSII, but may be injected simultaneously. The Contractor is not required to report or verify the conductivity level when SDA is injected while loading delivery conveyances due to the SDA equilibrium rate in JP4. The receiving activity will measure the conductivity and advise the Quality Representative to have the Contractor adjust the SDA injection quantity if necessary.

(2) SDA is required to be added to all JP4 shipped directly to an end user by tank truck, tank car, barge, or pipeline without passing through a terminal. SDA is not required in shipments to (through) a DESP.

(3) **REPORTS.** Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause for reporting requirements.
(DESC 52.246-9FNK)

C16.18-6 GASOLINE, AUTOMOTIVE, UNLEADED (REGULAR/MIDGRADE/PREMIUM) (DESC SEP 1998)

Product shall conform to ASTM D 4814 with the following additional requirements:

(a) **OCTANE REQUIREMENT.** The Government's octane requirement is expressed by the Anti-Knock Index (AKI). The AKI is the average of the research octane number (RON) and the motor octane number (MON). The minimum AKI values are identified in (b) below. If the AKI value is not reported, then the RON value and the sensitivity of the fuel shall be reported. The sensitivity is the difference between the RON and the MON. The sensitivity of the fuel shall be 10 or less.

(b) **PRODUCT CLASSIFICATION.** The product shall be classified as described below:

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	AKI, MINIMUM
9130-00-148-7103	Gasoline, Regular, Unleaded	87
9130-01-272-0983	Gasoline, Midgrade, Unleaded	89
9130-00-148-7104	Gasoline, Premium, Unleaded	91

(c) **VAPOR PRESSURE.** The volatility class shall be as stated in the Schedule.

(d) **ADDITIVES.** Additives and additive concentration shall be as specified below. Application for approval of additives not listed below should be made to DESC-BP.

(1) **OXIDATION INHIBITORS.** The gasoline shall contain not less than five pounds nor more than 15 pounds of oxidation inhibitor (active ingredient) per 1,000 barrels of gasoline. Any one of a combination of the following oxidation inhibitors may be used:

- (i) N,N' disecodary butyl-para-phenylenediamine
- (ii) N,N' di-isopropyl-paraphenylenediamine
- (iii) N,N' dioctyl-para-phenylenediamine
- (iv) N,N' -bis-(1,4-dimethylpentyl)-para-phenylenediamine
- (v) N,N' disecodary butyl-ortho-phenylenediamine
- (vi) 2,6-ditertiary-butyl phenol
- (vii) 2,6-ditertiary-butyl-4-methylphenol
- (viii) 2,4-dimethyl-6-tertiary butylphenol
- (ix) Triethylene tetramine di(monononyphenolate)
- (x) Mixed tertiary butylphenols
- (xi) N, secondary butyl, N, pheny-ortho-phenylenediamine
- (xii) Mixed 2,6-dialkyl and 2,4,6-trialkyl phenols (containing mixed hexyl and heptyl groups)
- (xiii) 2,4-ditertiary-butylphenol (60 weight percent minimum) and mixed tertiary butylphenols (40 weight percent

maximum)

- (xiv) 2,4-ditertiary-butylphenol (containing mono tritertiary butylphenol)
- (xv) Butylated ethyl phenols (55 weight percent minimum) and butylated methyl and dimethyl phenols (45 weight percent

maximum)

(2) **METAL DEACTIVATORS.** The gasoline shall contain not less than one pound nor more than three pounds of an approved metal deactivator (active ingredient) per 1,000 barrels of gasoline. Any one of the following metal deactivators may be added separately or in combination with an approved oxidation inhibitor:

- (i) N,N' disalicylidene -1,2-ethanediamine
- (ii) N,N' disalicylidene -1,2-propanediamine
- (iii) N,N' disalicylidene -1,2-cyclohexanediamine
- (iv) Disalicylidene-N-methyl-dipropylene-triamine

(3) **CORROSION INHIBITOR.** An approved corrosion inhibitor may be added. Any corrosion inhibitor used shall be a product that is qualified under MIL-I-25017. The quantity added shall not exceed the maximum approved in the qualified products list (QPL-25017).

(e) **WATER TOLERANCE REQUIREMENT.** The maximum temperature for phase separation as determined by the water tolerance test shall be 10°C.

(DESC 52.246-9FHK)

C16.64-5 TURBINE FUEL, AVIATION (JP8) (DEEP FREEZE AND WESTPAC ONLY) (DESC JUL 2000)

Aviation Turbine Fuel shall conform to MIL-DTL-83133E, dated April 1, 1999, modified as follows:

(a) **AN8 (DEEP FREEZE PROGRAM ONLY).** This product is used for Antarctic fuels operations and must have a freeze point of minus 72 degrees Fahrenheit or lower. Static Dissipator Additive (SDA) levels must be between 150 to 600 conductivity units as per JP8 specifications and a minimum flashpoint of 100 degrees Fahrenheit. This applies to NSN 9130-01-373-0208.

(b) **ADDITIVES.** Additives are required for deliveries of JP8 per MIL-DTL-83133E, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirements.

(1) Metal deactivator additive shall not be used in JP8 unless the supplier has obtained written consent from the Procuring Activity.

(2) For JP8 containing hydrogen treated blendstocks, the following applies: Where a finished fuel consists of a blend of hydrogen treated and nonhydrogen treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-83133E, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated. In such cases, the percentage of the blend that has been hydrogen treated shall be reported.

(3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-18 dated February 27, 1998.

(4) When required, Fuel System Icing Inhibitor (FSII) shall conform to MIL-DTL-85470B, dated June 15, 1999, at a concentration of 0.10 to 0.15 volume percent, unless otherwise stated in the Schedule.

(5) SDA is required to be added to all JP8 shipped directly to an end user without passing through a terminal. SDA is not permitted in shipments to/through a fuel terminal that supplies an end user unless authorized in the Schedule. When SDA is required by this contract, it shall be added proportionately to obtain a conductivity range of 150 to 450 picosiemens per meter. The new formulation of STADIS 450 (active ingredient dinonylnaphthylsulfonic acid (DINNSA)) shall be used when SDA is required.

(6) Line injection of additives (FSII, corrosion inhibitor, and SDA) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(i) A laboratory hand blend containing the required additives and jet fuel must be tested to verify compliance with the required specification. (Micro-Separometer (MSEP) can be performed without SDA present.)

(ii) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(iii) When FSII is line injected, additive concentration (refer to MIL-DTL-83133E specification for test methods permitted) must be verified based on a representative shipment sample(s).

(c) **TESTING.**

(1) **PARTICULATE CONTAMINATION (PC) TESTING AND FILTRATION TIME (FT) TESTING.**

(i) **PC/FT TESTING.** A minimum sample size of one gallon shall be filtered. Use of two membrane filters (a test membrane filter and a control membrane filter) is not required. Use of a single filter is acceptable.

(ii) **FT TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 10 minutes, 18 seconds, would be reported as 11 minutes.

(2) **FUEL ELECTRICAL CONDUCTIVITY.** In those cases where SDA is line injected while loading delivery conveyances (e.g., trucks) and insufficient time is available for the fuel to reach equilibrium before departure of the conveyance, the Contractor is not required to report or verify the conductivity level. This does not relieve the Contractor of the requirement to inject SDA homogeneously and in sufficient quantity to obtain a conductivity level which the Contractor would anticipate to be between 150 and 450 picosiemens per meter once fuel is at equilibrium. The receiving activity will measure the conductivity and advise the Quality Representative to have the Contractor adjust the SDA injection quantity if necessary.

(3) **WATER SEPARATION INDEX MODIFIED (WSIM)/MSEP RATING LIMITS.**

(i) Refer to MIL-DTL-83133E.

(ii) Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces FSII and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

(iii) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a hand blend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result of this hand blend is a REPORT ONLY requirement, and shall be recorded on the DD Form 250-1 and on the Standardized Report Form (see Attachment 4) as item 750X. This result shall be—recorded with an asterisk next to it and a footnote below stating "MSEP result is a report only requirement." Original result of _____ on product containing the following additives applies:

C16.64-5 CONT'D

(4) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241-98, shall be performed according to either Option A or B described below:

(i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-83133E, an additional JFTOT shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit).

(ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). If both tests are performed, the results of the test at 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

(5) **EXISTENT GUM.** The existent gum test (ASTM D 381-99) may be performed using air as the vaporizing medium in lieu of steam.

(d) **REPORTS.**

(1)) Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause (52.246-9FG1) for additional reporting requirements.

(2) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260 degrees Celsius shall be reported using series "B" for item numbers 601, 602, and 603. The results obtained at 275 degrees Celsius shall be reported using series "A" for item numbers 601, 602, and 603. A separate report form is not required for the 275 degrees Celsius test result.

(3) The DD Form 250-1 for marine shipments shall cite the type, name and amount of additives added to the fuel.

(DESC 52.246-9FPB)

SECTION E**E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)****(a) QUALITY CONTROL PLAN.**

(1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Systems - Model for Quality Assurance in Design/Development, Production Installation, and Servicing, or Q92 (ISO9002) Quality Systems - Model for Quality Assurance in Production and Installation. If the contractor chooses to comply with Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.

(2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government.

(3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies to be furnished under the contract:

(i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;

(ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product. Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios. When procedures for line injection of additives for products in accordance with a clause that contains LINE INJECTION OF ADDITIVES as used, the QCP will provide procedures for proportionately injecting additives throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel, procedures for maintaining recordings evidencing the homogeneous blending of all line injected additives. Prior to shipment, a procedure for a laboratory hand blend of jet fuel with all additives required by the contract shall be tested to verify compliance with the required specification;

(iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, (ASTM D 4057) Sampling of Petroleum and Petroleum Products, and/or Section 2, (ASTM D 4177), Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. NOTE: For f.o.b. origin tanker, barge, and pipeline shipments, a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, is required at the custody transfer point. For other than f.o.b. origin shipments, Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;

(iv) **TESTING.** Types of tests and test methods/procedures to be performed on samples taken from each location identified in (iii) above, and may be incorporated by test method reference in the QCP, if complete reference is available at the place of performance. See Table III, "Definition of Test Series." below;

(v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate; and, a program for meters used to determine quantity complying with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API or IP publications, the applicable manufacturer's recommended calibration method, or methods outlined in the applicable industry publication, shall be used if acceptable to the Government;

(vi) **STORAGE AND HANDLING.** Procedures for quality determination and maintenance of physical equipment necessary to ensure product integrity. Includes a description of storage and handling equipment including tanks, lines, valves, and manifolds used; identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water, filtration, circulation, drying; and identification of any other process/system used in maintaining product integrity during storage and handling;

CLAUSE E1 cont'd

(vii) **LOADING AND SHIPPING, GENERAL.** Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point in order to maintain product integrity. System must be a dedicated or properly isolated common system incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves are present in the system, the contractor shall provide their quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. Procedures for conditioning and testing of improperly isolated systems to the custody transfer point (including loading arm and hoses used). For in-line blending of non-aviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS clause;

(viii) **LOADING AND SHIPPING - TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS.** Inspect conveyances prior to loading to determine quality/quantity suitability to load as follows: All compartments have been prepared in accordance with Table IV, Conversion Chart for Tank Cars, Tank Trucks, and Intermodal Containers, below. Preparation requirements include hoses. Conveyances carrying lubricating oil will be dry and free from loose rust, scale, and dirt. Conveyances carrying other products will be dry and substantially free from loose rust, scale and dirt. (Procedures to confirm, prior to loading, quality and quantity of product in conveyance when requested by the ordering office to "load on top." Reject conveyance if product cannot be identified or product on board does not meet specification of intended load product. Provide for documentation of load on top occurrences for volume of product prior to load, loaded quantity, and total volume on board the conveyance. Confirm quality and quantity of loaded conveyance.) Provide for investigating discrepancies in either recorded quality or quantity. When required by the contract, seal conveyance and record seal numbers on the DD Form 250. Strainers and filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.

(A) All aviation fuel shall be passed through strainers of 100 mesh or finer screen:

(B) All lubricating oil products, including preservatives, having a kinematic viscosity at 100°F of 20.0 centistokes or less shall be passed through a 100 mesh or finer screen;

(C) All lubricating oil products, including preservatives, having a kinematic viscosity greater than 20.0 centistokes at 100°F, but less than 22.0 centistokes at 210°F, shall be passed through a 60 mesh or finer screen; and

(D) The Contractor shall furnish and periodically inspect strainers and filters pursuant to this paragraph to determine condition and perform maintenance as necessary, keeping a written record thereof.

(ix) **LOADING AND SHIPPING - TANKERS AND BARGES.**

(A) **For f.o.b. destination Contractor-supplied tankers/barges.** State procedures to be used to ensure vessels are suitable to load the intended product.

(B) **For f.o.b. origin Government supplied tanker/barges.** Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for preload discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes, cleaning procedures, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading - sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Procedures for commencement of loading into one tank (up to 3 feet). Then switching to at most two other vessel tanks during sampling and testing (Table I). Procedures for the transportation of samples from vessel to the testing facility. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if ship to shore variance is greater than 0.5 percent or figures suspect) on loaded conveyance.

(C) **For both f.o.b. origin and destination supplied tankers/barges.** Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted. Procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, bills of lading, customs documentation, and results of quality/quantity investigations. **Authority to release a Government furnished vessel rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250-1.**

CLAUSE E1 cont'd

(x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending and/or injection records, vessel port logs, vessel notice of readiness, calibration documents, and the DD Forms 250 and 250-1 and continuation sheet(s). These records and reports will include by whom, where, and how prepared, and retention information. The DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR. The DD Form 250 and DD Form 250-1 shall identify type, brand name, and amount of additive(s).

(xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.). The corrective action procedures shall include notification of the QR.

(4) The QCP shall identify one individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.

(5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.

(6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.

(b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

(c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. If the SHIPMENT AND ROUTING clause is included in the contract, Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions contained in that clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for intended product.

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

(f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.

(g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.

E1 CONT'D

TABLE I

MINIMUM SAMPLING AND TESTING REQUIREMENTS⁽¹⁾

LOCATION	WHEN SAMPLED	TYPE OF SAMPLE	TYPE OF TEST
1. Refinery/Terminal Shipping Tank	Each Batch Prior to Commencement of Shipping	All Level or Single Tank Composite	A (2)
2. Shipping Line (All Modes): Dedicated Line Common Line	Prior to Loading/Shipping	Line	C B
3. Custody Transfer Point	Immediately After Start of Shipment	Line	C
4. Tanker/Barge/Pipeline Custody Transfer Point	During Loading/Shipment	Representative Sample See Note, paragraph E1.a.(iii)	Retain Only
5. Tanker/Barge/Pipeline Custody Transfer Point	Hourly	Line	Visual (3) plus additive analysis for FSII & SDA, if line injected
6. Tanker/Barge First-In	After maximum of 3 feet loaded	Spot	C - plus Particulate and additive analysis for FSII & SDA, if line injected
7. Tanker/Barge	After Loading	Each Compartment	Workmanship, Density
8. Tanker/Barge	After Loading	Multi-Tank Composite of Each Product Loaded	B
9. Tank Car/Truck Loading Rack	After change of source tank.	Line	C - plus additive analysis for FSII & SDA, if line injected
10. Tank Cars/Truck/ Intermodal Containers	After Filling	All-Level	Workmanship: C - When loading lubes and FSII

NOTES FOR TABLE I:

- (1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.
- (2) AFTER A TYPE C TEST ON AN UPPER, MIDDLE, AND LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT. HOMOGENEITY REQUIREMENT IS DEFINED AS WHEN THE UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS (MINIMUM - DENSITY/API GRAVITY) FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD.
- (3) CONTINUOUS IN-LINE ANALYZERS (I.E., DENSITY AND/OR FLASH POINT) ARE ACCEPTABLE, IN LIEU OF HOURLY EVALUATIONS, IF QUALITY IS ASSURED. WHEN CONTINUOUS IN-LINE ANALYZERS ARE PRESENT IN THE SYSTEM, THE CONTRACTOR SHALL PROVIDE ITS QUALITY CONTROL PROCEDURES AT TIME OF OFFER TO THE CONTRACTING OFFICER FOR DETERMINATION OF ACCEPTABILITY.

E1 CONT'D

TABLE II

SAMPLE RETENTION

TYPE OF SAMPLE	MINIMUM QUANTITY	RETENTION PERIOD
Bulk Additives	2 Liters	Until Receipt and Quality Verification of New Lot/Batch
Drummed Additives	1 Liter	When Stocks Exhausted
Shipping Tank(s)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Composite Line (Tanker/Barge)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Composite Line (Pipeline)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Tank Truck/Car, Intermodal Container	1 Liter	15 Days (Lubes - 45 days)
Tanker/Barge Composite	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Tanker/Barge Each Compartment	0.5 Liter	45 Days

E1 CONT'D**TABLE III****DEFINITIONS OF TEST SERIES**

- I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.
- II. TYPE B & C: As shown in the table below for each product. Properties and test methods will be in accordance with the product specification for each grade identified in the solicitation/contract.

	AVGAS		TURBINE FUELS		MOGAS		DIESELS/ KEROSENE		BURNER FUELS		LUBES		FSII
TEST PROPERTIES	B	C	B	C	B	C	B	C	B	C	B	C	C
Appearance	*	*	*	*	*	*	*	*			*	*	*
Particulate content	*		*								*		
Filtration Time			*										
Color	*	*	*	*	*	*	*	*			*	*	
Density <i>or</i> API Gravity or Specific Gravity	*	*	*	*	*	*	*	*	*	*	*	*	*
Distillation	*		*		*		*						
Corrosion, Copper Strip	*		*		*								
Existent Gum	*		*		*								
Carbon Residue							*		*				
Lean or Rich Ratings	*												
Reid Vapor Pressure	*		*		*								
Water Reaction			*										
Lead Content	*												
Freeze Point			*										
Flash Point			*	*			*	*	*	*	*	*	
FSII Content			*										
Microseparator			*										
Conductivity			*										
Sediment & Water									*	*			

E1 CONT'D

Viscosity									*		*	*	
Water Content									*		*	*	*
Foam Test											*	*(1)	

* THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.

(1) Only ASTM D 892 sequences 1 and 2 will be performed.

E1 CONT'D

TABLE IV

CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS⁽¹⁾

LAST PRODUCT CARRIED (2)	PRODUCT TO BE LOADED				
	JET FUEL JP-4 JET B MOGAS AVGAS	JET FUEL JP-5 JP-8 JET A/A1 DF-A, DL-A DFW KSN, KS1	DIESEL FUEL F76 (B) DF-1, 2 DL-1, 2	LUBRICATING OILS	FSII
AVGAS MOGAS JP-4 JET B	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY
JP-8, JP-5 JET A/A1 DF-A, DL-A DFW, KSN, KS1	DRAIN EMPTY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
F-76 DF-1, -2 DL-1, -2 ASTM D 975 NO. 1D, 2D ASTM D 396 NO. 1, 2	STEAM DRY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
ASTM D 396 NO. 4L, 4, 5L, 5H, 6 IFOs ASTM D 975 NO. 4D	NO LOAD	NO LOAD	NO LOAD	NO LOAD	NO LOAD
LUBRICATING OILS	NO LOAD	NO LOAD	STEAM DRY	DRAIN EMPTY (A)	NO LOAD
JET FUEL JPTS, JP-7	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	STEAM DRY
FSII	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	DRAIN EMPTY

NOTES FOR TABLE IV:

- (1) When required, drain and empty includes the pump(s), filter(s), meter(s), and hose(s) as applicable.
- (2) If a product is not listed in this column, permission to load and conveyance preparations require a waiver.
- (A) Applicable only when loading the same specification lubricating oils; otherwise, steam and dry.
- (B) If previous cargo contained dye marker, all traces of color must be removed.
- (C) If product to be loaded does not contain dye, the vehicle must not contain any traces of dye prior to loading.

(DESC 52.246-9F75)

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

CLAUSE E5 cont'd

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

E21.01 SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)

(a) Inspection responsibility is assigned to the cognizant office specified in the LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS or the QUALITY REPRESENTATIVE clause of this contract, whichever is applicable.

(b) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(c) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination except that--

(1) On all bulk fuels, other than aviation, that are delivered via TT/TW to U.S. Government installations for their use and consumption, Government inspection for identity and quantity will be performed by the receiving activity at point of acceptance.

(2) If there is evidence that product deliveries are not in conformance with the contract, assistance, if required, should be solicited from the cognizant inspection office.

(3) The Government reserves the right to perform quality inspection at all times and places if warranted.

(d) On items calling for delivery of drummed or packaged products, either f.o.b. origin or f.o.b. destination, inspection for product quality will be performed at the point of manufacture or blending. If the point of blending is different from the point of manufacture of component stocks, preliminary inspection of component stocks may be performed at their point of manufacture. Quality verification and inspection for proper filling and packaging will be performed at the point of filling. Final inspection and acceptance will be at the point of delivery.

(e) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by the Government.

(f) When the item calls for delivery f.o.b. origin into Government-furnished tanker and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) at least 14 days in advance of the scheduled delivery date. When the item calls for f.o.b. destination delivery and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) as far in advance of the loading date as is possible.

(DESC 52.246-9F80)

**E22 LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS
(DESC MAY 2000)**

This List of Inspectors shall be used to identify, by procurement location, the Government inspector (Quality Representative) assigned inspection responsibility under DESC overseas contracts for petroleum products or additives. The area of inspection responsibility and identifying office number are assigned in (a) below. Paragraph (b) indicates the Quality Assurance Inspection Office address and applicable number as identified in (a) below.

(a) AREA OF RESPONSIBILITY AND OFFICE NUMBER.

Afghanistan	606	East Indies	610 ¹	Luxembourg	606	South America	617
Africa	606	Finland	606	Malaya	610 ¹	South Yemen	606
Antilles	617	France	606	Malta	606	Spain	606
Ascension Island	617	Germany	606	Mexico	617	Sri Lanka	610 ¹
Australia	610 ¹	Gibraltar	606	Netherlands	606	Sweden	606
Azores	606	Greece	606	New Zealand	610	Switzerland	606
Bahama Islands	617	Hawaiian Islands	628 ¹	Norway	606	Taiwan	608 ¹
Bahrain	606	Hong Kong	608 ¹	Oman	606	Thailand	608 ¹
Bangladesh	606	Iceland	606	Pacific (Islands of		Turkey	606
Belgium	606	India	606	Central & South)	610 ¹	United Arab	
Bermuda	617	Indonesia	610 ¹	Pakistan	606	Emirates	606
British Isles	606	Ireland	606	Philippines	610 ¹	Virgin Islands	617
Burma	610 ¹	Israel	606	Portugal	606	West Indies	617
Cambodia	610 ¹	Italy	606	Puerto Rico	617	Yemen	606
Canada	612	Japan	621	Ryukus Islands			
Canary Island	606	Jordan	606	Okinawa	608 ¹		
Central America	617	Korea	608 ¹	Sardinia	606		
Chagos Archipelago	606	Kuwait	606	Saudi Arabia	606		
Cyprus	606	Laos	610 ¹	Seychelles Is.	606		
Denmark	606	Lebanon	606	Singapore	610 ¹		

(b) QUALITY ASSURANCE INSPECTION OFFICE AND NUMBER.

606. Defense Contract Management Command International
DCMC Southern Europe - Weisbaden
ATTN: DCMDI-GGOF
CMR 410 Box 778
APO AE 09096
Phone: 011-49-611-816-2043
FAX: 011-49-611-816-2094

608. Defense Contract Management Command International
DCMC Taegu/Fuels Team
Unit 15672 Box 2149
APO AP 96218-0672
Phone: 011-82-53-470-3770
FAX: 011-82-53-470-3778

CLAUSE E22 cont'd

- 610. Defense Contract Management Command International
 DCMC Singapore/Fuels Team
 PSC 470 Box 2700
 FPO AP 96534-2700
 Phone: 011-65-287-7626
 FAX: 011-65-288-6540

- 612. Defense Contract Management Command-International
 DCMC Ottawa/Fuels Monitor
 275 Bank Street, Suite 200
 Ottawa, Ontario, Canada K2P2L6
 Phone: 1-613-992-2687
 FAX: 1-613-996-5340

- 617. Defense Contract Management Command International
 DCMC Homestead/Fuels Team
 360 Coral Sea Blvd.
 Homestead AFB, FL 33039-1299
 Phone: 1-305-258-7454/55/56
 FAX: 1-305-258-7761

- 621. Defense Contract Management Command International
 DCMC Pacific, ATTN: Fuels Manager
 PSC 477 Box 39
 FPO AP 96306-2741
 Phone: 011-81-3117-64-3164/3506
 FAX: 011-81-3117-64-3505

- 628. Defense Contract Management Command International
 DCMC Honolulu/Fuels Team
 Box 64110
 Camp HM Smith, HI 96861-4110
 Phone: 1-808-477-3812
 FAX: 1-808-477-5257

^[1] Field Offices under the direct supervision of DCMC Pacific Fuels Manager. Send copy of solicitation and contract to 621, DCMC Pacific Fuels Manager.

(DESC 52.246-9F40)

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or DSN 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to require repairs or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price under the INSPECTION OF SUPPLIES – FIXED-PRICE clause or the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

E40.05 MATERIAL INSPECTION AND RECEIVING REPORT (DESC MAR 2000)

(a) One copy of the documents and reports listed below shall be mailed to--

ATTN DESC-BP (LR) ROOM 2954
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN ROAD SUITE 4950
FORT BELVOIR VA 22060-6222

(b) Laboratory reports shall be in the Standard Report Format given in Attachment ____ for the Standardized Format for Use in Preparation of Product Test Reports. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement. Use the guidelines below to determine when to submit the laboratory reports.

(1) **MARINE SHIPMENTS.** Submit a completed DD Form 250-1, test reports, and vessel ullage reports for all products shipped. If more than one shipping tank was used for the lift, include a complete analysis of each shipment tank and clearly indicate the quantity of product drawn from each tank.

(2) **PIPELINE SHIPMENTS.** Submit a completed DD Form 250, copy of order (DD Form 1155), and complete laboratory results for total quantity of product shipped from each shipping tank used to fill the order. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(3) **TRUCK AND RAIL CAR SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(c) If only one shipment is made from a shipping tank, then the quantity of the Standard Report Format should represent the quantity shipped and not the tank capacity or the quantity in the tank at the time of sampling. If more than one shipment was made from the same shipping tank, the quantity can either be left blank or annotated with the quantity shipped during that individual shipment.

(d) In all cases, the DD Form 250 or DD Form 250-1 should contain information that will connect the shipment being documented with the product source tank used. This information includes batch number, tank approval date, and tank number. Insure that the "city" indicated on the Standard Test Report Form matches the city from which the shipment was made that is indicated in the "Shipped From" block on the DD Form 250 series document.

(DESC 52.246-9FG1)

E40.06 COMMERCIAL BILLS OF LADING (OVERSEAS BULK) (DESC JUN 1996)

(a) Commercial bills of lading should not be used in the performance of this contract. The official record for the cargo lifts under DESC overseas bulk fuels contracts is the DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.

(b) If a fuel Contractor requires the use of a commercial bill of lading for record purposes, the bill of lading must clearly state on the original and all copies the following:

“NONNEGOTIABLE INSTRUMENT - DD FORM 250-1 IS THE OFFICIAL DOCUMENT FOR THIS GOVERNMENT CARGO.”

(DESC 52.246-9FG5)

SECTION F**F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999)**

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Shore tank measurements; or
- (b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--

- (a) Receiving shore tank measurements; or
- (b) Calibrated meters on the receiving tank system.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) **DELIVERIES INTO OR BY PIPELINE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Shipping tank measurements.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--

- (a) Receiving tank measurements; or
- (b) Calibrated meter (if the facility is so equipped).

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **F.O.B. JUNCTION.** On items requiring delivery f.o.b. junction of Contractor-owned or controlled pipeline and

Government-owned or controlled pipeline, the quantity shall be determined (at the Government's option) on the basis of--

- (A) Calibrated meter; or
- (B) Shipping tank measurements. Pipeline between shipping tank and f.o.b. point shall be full at the time of tank

gaugings.

(C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(3) **DELIVERIES INTO OR BY RAIL TANK CAR.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Weight, using calibrated scales; or
- (c) The certified capacity table for the rail tank car.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the quantity of supplies furnished

under this contract shall be determined (at the Government's option) on the basis of--

- (A) The certified capacity table of the rail tank car received; or
- (B) Weight, using calibrated scales; or
- (C) Calibrated meter.
- (D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

CLAUSE F1.09 cont'd**(4) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.****(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded; or
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION.

(A) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(B) If the Government does not elect to use one of the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter;
- (b) Certified capacity tables. The tables must be made available at the time of delivery;
- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is delivered; or
- (d) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales.

(iii) WATER BOTTOMS.

(A) Every delivery must be free of all water bottoms prior to discharge; and

(B) The Contractor is responsible for their removal and disposal.

(b) VOLUME CORRECTION. Volume correction to gallons at 60°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail tank cars.
- (2) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).
- (3) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS) Outside the U.S., other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API MPMS Chapter 11.1, Volume Correction Factors (API 2540/AASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine shall be the referee method.

(i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).

(ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).

(iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).

(iv) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.

(v) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels of 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.

(vi) If the original measurement is by weight and quantity is required in U.S. gallons, then--

(A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F.

CLAUSE F1.09 cont'd

(2) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.
(DESC 52.211-9F95)

F1.25 DELIVERY AND ORDERING PERIODS (DESC JUL 1995)

(a) This clause applies to all modes of delivery, whether origin or destination.

(b) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, shall be as follows unless the item in the Schedule specifies otherwise:

(1) Ordering Period Begins: Date of Award and Ends: December 31, 2001.

(2) Delivery Period Begins: December 1, 2001 and Ends: December 31, 2001 plus a 30-day carry-over period.

(c) Notwithstanding the foregoing, deliveries made prior to the delivery period at the option of the Contractor and pursuant to an order by the Government shall be deemed to have been made under this contract at the applicable contract price(s).

(d) Notwithstanding the foregoing delivery period(s), if an order is placed prior to the end of the ordering period that requires delivery within 30 days following the end of the ordering period, the Contractor shall deliver the ordered volume.

(e) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities for the life of the contract. However, if the monthly pro rata for tanker lifting is less than the Contractor's maximum parcel size, the Government reserves the right to order volumes equal to the maximum parcel size per delivery.

(f) Unless otherwise specifically stated in this contract, and notwithstanding (e) above, where the total estimated quantity for any individual product or grade of product awarded under this contract is equal to or less than 30,000 barrels, the Government may order, and the Contractor shall deliver, if ordered, the entire quantity in one delivery.

(g) Nothing included in this clause shall restrict the Government's rights under the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause.
(DESC 52.242-9F70)

F51 SHIPMENT AND ROUTING (OVERSEAS) (DESC NOV 1972)

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; PROVIDED, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).

(2) **TANK CARS.** Report to the QR.

(3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's general office, or to home base or station of such equipment.

(c) If the supplies are to be delivered f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

(1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice which shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges, whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.
(DESC 52.247-9FG5)

F52 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)

On items calling for delivery f.o.b. tanker/ocean-going barge at origin--

(a) DELIVERY DATES.

(1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. tanker/ocean-going barge at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 20 days in advance of the date on which delivery is to be made, which date is hereinafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, the cargo number, and, if then available, the name and size of the tanker/ocean-going barge (herein referred to as "vessel") to be loaded.

(2) The scheduled delivery date may be revised by the Ordering Officer at any time and unless the Contractor registers objections with the Ordering Officer within 72 hours of receipt of such revised scheduled delivery date, such revised date shall become the new agreed scheduled delivery date. At the time the Contractor registers any such objections, the Contractor must provide a date, subsequent to the date proposed by the Ordering Officer, which represents the earliest date the Contractor can provide a berth. The Ordering Officer must confirm or reject the alternate date provided by the Contractor within 72 hours of receipt of the Contractor's objection. If the Ordering Officer chooses to accept the alternate date provided in the Contractor's objections, such revised date shall become the new agreed scheduled delivery date. If the Ordering Officer chooses to reject the alternate date provided by the Contractor, the scheduled delivery date will return to the previous scheduled delivery date.

(3) All communications regarding the establishment and revision of the scheduled delivery date and objections thereto shall be set down in writing at such time or promptly confirmed in writing.

(b) **EXPECTED TIME OF ARRIVAL.** The vessel designated to lift the cargo will notify the Contractor's load facility, at the telex/facsimile number provided by the Contractor, of the name and the expected hour of arrival of the vessel at least 72 hours before the expected time of arrival, and at additional intervals of 48 and 24 hours before expected arrival. When vessels are scheduled to load at more than one contract source within a port complex, the 72-48-24 hour notices will be provided by the vessels to all contract sources at the same time as the notice is provided to the first contract source and will stipulate the order of loading.

(c) **LAYTIME.** The Contractor shall provide as soon as possible, but within 6 hours after issue of notice of readiness to load from the vessel designated to load the cargo, a reachable berth, free of cost to the Government, for the loading of supplies ordered, where at least vessels with a maximum draft of 36 feet can be safely moored and remain afloat at all times. When vessels are scheduled to load at more than one contract source within a port complex, notice of readiness will be provided once by the vessel to all contract sources simultaneously. Laytime shall commence, berth or no berth, either at the expiration of 6 hours after notice of readiness is received or immediately when the vessel moors alongside with or without notice of readiness, whichever first occurs; PROVIDED, however, that--

(1) If the vessel is tendered for loading on a date earlier than the last agreed scheduled delivery date as determined pursuant to paragraph (a) above, the Government's vessel shall be loaded as soon as possible in its proper turn with other vessels, and laytime shall not commence until the vessel moors alongside or at 6:00 a.m. local time on the last agreed scheduled delivery date, whichever first occurs.

(2) If the vessel is tendered for loading later than noon of the day following the last agreed scheduled delivery date, as determined pursuant to paragraph (a) above, the vessel shall be loaded as soon as possible in its proper turn with other vessels. Laytime shall commence when the vessel moors alongside, provided a good faith effort is made by the Contractor to moor the vessel in its turn with other vessels as loading berths become available. If the vessel is not moored in its proper turn with other vessels, laytime will commence at 6:00 a.m. on the date the Government vessel's turn occurred, regardless of whether the cargo is available.

(3) For two or more contract sources within a port complex, laytime for the second or subsequent source begins when the vessel leaves the prior source.. Laytime credit will be allowed for transit time between the prior and subsequent load source based on the actual transit time from the previous source to the subsequent source's loading berth or anchorage area if the berth is not available for the Government's vessel. In the event a berth is not available and the vessel is forced to anchorage, no additional laytime credit will be allowed when the vessel finally gets clearance to moor at the contractor's berth.

(4) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until the entire loading of the vessel cargo is completed and the vessel has been released for sailing by the Government Quality Representative.

(d) ALLOWED LAYTIME.

(1) **BASIC ALLOWED LAYTIME.** For cargo movements under DESC bulk petroleum contracts, the Contractor shall be allowed 36 hours of basic allowed laytime for loading a full vessel cargo. The 36 hours covers all operations for loading including cushioning and topping tanks. When partial vessel cargoes are to be loaded, a portion of the 36 hours basic laytime will be allocated to each loading port equal to the percentage of the total quantity loaded at each loading port or source.

CLAUSE F52 cont'd**(2) INCREASES TO BASIC ALLOWED LAYTIME.**

(i) If after laytime commences, the condition of vessel to be loaded does not permit loading, such basic allowed laytime shall be increased by the duration of such delay.

(ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, such basic allowed laytime will be increased by the duration of such delay which occurred after laytime commenced.

(iii) After laytime commences, when vessels are required to dock at anchorage due to vessel delays such as vessel inspection and inerting, laytime credit will be allowed for transit time from anchors away at anchorage until first line ashore berthing, not to exceed 2 hours.

(iv) If regulations of the owner or operator of the vessel prohibit loading at any time after laytime has commenced, time so lost shall be added to the basic allowed laytime.

(v) If for any reason the Contractor is delayed in loading the vessel or there is a delay in releasing the vessel for sailing because of action of the U.S. Government that arises out of causes beyond the control and without the fault or negligence of the Contractor, such basic allowed laytime shall be increased by the duration of such delay.

(vi) The Contractor will be allowed up to 4 hours of additional laytime following removal of cargo hoses until the vessel is released by the inspector in order to accomplish tasks required under the CONTRACTOR INSPECTION RESPONSIBILITIES clause.

(vii) There will be no increase made to the basic allowed laytime (nor other reductions to any resulting demurrage time) for saved laytime arising out of other loadings.

(viii) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing basic allowed laytime for one-half of the delay.

(e) For all hours of laytime which elapse in excess of allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:

(1) **USS, USNS, OR TIME CHARTERED VESSELS.** At the demurrage rate for the vessel loaded, computed to the nearest whole hour, as published by the Military Sealift Command, and in effect on the date loading of the vessel is completed.

(2) **VOYAGE CHARTERED VESSELS.** At the demurrage rate cited in the charter, except that the demurrage payable by the Contractor shall in no event exceed the actual demurrage expense incurred by the Government under the charter;

(f) Hoses for loading a vessel shall be furnished, connected, and disconnected by the Contractor; loading arms shall be connected and disconnected by the Contractor.

(g) Title to the supplies delivered and risk of loss thereof shall pass from the Contractor to the Government when the supplies pass the vessel's permanent hose connections.

(h) The temperature of any fuel oil loaded shall be at least 10°F below the flash point of the oil and in no case higher than 150°F if the cargo tanks are uncoated, or 135°F if coated; **PROVIDED**, however, that in no event shall the difference between the temperature of the oil entering the vessel manifold and the recorded temperature of sea water at the vessel's condenser intake exceed 70°F; **PROVIDED** further, that the Master of the vessel may authorize loading the product at a temperature higher than specified above, so long as the temperature of the product remains at least 10°F below the flash point of the product.

(DESC 52.247-9FC1)

F52.01 TANKER STANDARDS AND REQUIREMENTS (DESC SEP 1995)

(a) All Government-furnished tankers used in the course of this contract will comply with the following:

(1) U.S.-flag tankers will hold and comply with the requirements of a current Certificate of Inspection (COI) from the U.S. Coast Guard and be in compliance with all requirements of Safety of Life at Sea (SOLAS) and International Convention for the Prevention of Pollution for Ships (MARPOL 73/78).

(2) In the event of a voyage charter, a non-U.S.-flag tanker will comply with SOLAS and MARPOL 73/78.

(3) Tankers on long term charter to the U.S. Government will be equipped with an Inert Gas System (IGS), which will be maintained in good working order. The U.S. Government will make best efforts to ensure voyage chartered tankers are equipped with IGS when required by the terminal or port authority and shall maintain and operate same in good working order.

(4) All tankers will carry on board and will be guided by the requirements of the latest edition of the Oil Companies International Marine Forum (OCIMF) and International Safety Guide for Oil Tankers and Terminals (ISGOTT).

(5) All tankers will be equipped with tank level measuring devices in each cargo tank.

(6) All tankers will be capable of vapor recovery, which includes closed loading, gauging, and sampling where required by port regulations.

(7) All tankers shall be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or places the tanker may be ordered.

CLAUSE F52.01 cont'd

(b) The Contractor may, at its own expense and in a manner so as not to delay a scheduled delivery, inspect tankers for compliance with these requirements. In the event the Contractor believes a tanker does not meet a requirement contained herein, the Contractor shall notify DESC in writing with a copy to the tanker captain of the specific details of the alleged deficiency as soon as possible. The Contracting Officer will make a determination as to compliance with these requirements. This determination will be binding on the parties. (DESC 52.247-9FC5)

F92 SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWNS FOR TURNAROUNDS (DESC AUG 1999)

(a) Within 30 days from the date of contract award, the Contractor shall furnish to the Contracting Officer a tentative refinery shutdown schedule for the contract period in order that the placement of orders and the delivery of supplies as set forth under the DELIVERY AND CONTRACT PERIODS or the DELIVERY AND ORDERING PERIODS clause may be adjusted to provide for delivery of the entire contract quantity. The schedule will identify the specific period(s) when the refinery will be shut down and the effect that the shutdown will have on availability of each product under the contract. Any revisions to this schedule will necessitate prior notice of at least 60 days in order to coordinate the placement of orders for the delivery of the entire contract volume.

(b) If the Contractor cannot provide the 60 days advance notice, then, at no additional cost to the Government, the Contractor shall maintain sufficient inventory to make deliveries in support of the ordering activities' requirements or the Contractor shall provide for an alternate source for product during the shutdown period(s).

(DESC 52.211-9F45)

F105 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

3 Percent increase

3 Percent decrease

This increase or decrease shall apply to the delivery order.

(FAR 52.211-16)

F105.01 DEADFREIGHT (DESC JUN 1990)

(a) Any decrease in quantity not permissible under the VARIATION IN QUANTITY clause shall result in deadfreight, chargeable to the Contractor and calculated as follows:

Total days of the cargo
TIMES
Vessel daily cost
DIVIDED BY
Vessel capacity stated in barrels
TIMES
Total barrels scheduled to load MINUS Total barrels loaded
EQUALS
Deadfreight cost

(b) Explanation of terms used in (a) above follows:

(1) "Total days of the cargo," as used in this clause, is calculated as the elapsed days from the vessel's final departure date from previous cargo port through vessel's final discharge date for the cargo in question.

(2) "Vessel daily cost," as used in this clause, shall be determined as follows:

(i) **VOYAGE CHARTER TANKER.** At the per diem rate in the charter, except that the deadfreight payable by the Contractor shall not exceed actual expense incurred by the Government under the charter.

(ii) **USS, USNS, OR TIME CHARTERED TANKER.** At the per diem rate for the tanker loaded, as published by the Military Sealift Command and in effect on the date loading of the tanker is completed.

(3) "Total barrels scheduled to load," as used in this clause, is the total quantity (all products) reflected on the latest DD Form 1155.

(4) "Total barrels loaded," as used in this clause, is the total quantity (all products) shown as loaded on the DD Form 250-1.

(DESC 52.211-9FH1)

SECTION G**G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.
(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.
(DESC 52.232-9F45)

G150.05 SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS (BULK) (DESC OCT 2000)**(a) CERTIFICATION OF RECEIPT.****(1) F.O.B. DESTINATION DELIVERIES.**

(i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative, as indicated in the SIOTH, will certify and distribute the receiving documents. One of the copies of the receiving report submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE". The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) The receipt for f.o.b. destination fuel may be one of the following documents:

(A) The DD Form 250, Material Inspection and Receiving Report;

(B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(C) The DD Form 1155, Order for Supplies or Services, or the SF 1449, Solicitation/Contract/Order for Commercial

Items.

(2) F.O.B. ORIGIN DELIVERIES.

(i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE". The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) In order to receive payment, the Contractor must mail three copies (one of which will contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and will make it available for inspection by the Government, if requested.

(iii) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future fax messages will not be acceptable until remedial action is taken by the Contractor.

(iv) The receipt for f.o.b. origin fuel may be one of the following documents:

(A) The DD Form 250, Material Inspection and Receiving Report;

(B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(b) SUBMISSION OF INVOICES BY MAIL. Unless otherwise indicated on the face of the DD 1155 or SF 1449, hard copy invoices for product paid for by Defense Logistics Agency/DESC funds should be mailed to the address below:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENT DIVISION
ATTN DFAS-FVSFA/CO
PO BOX 182317
COLUMBUS OH 43218-6250

CLAUSE G150.05 CONT'D**(c) SUBMISSION OF INVOICES BY FACSIMILE.**

(1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the fax method.

(2) Contractors shall include their own fax number on each document transmitted.

(3) Fax number for invoices is **(614) 693-0670/0671/0672** (DFAS-FVS/CO).

(4) Contractors that elect to transmit invoices by fax are responsible for validating receipt of the faxed invoice. Verification can be made by calling Customer Service (DFAS-FVS/CO) at **(800) 756-4571 (Options 2 and 2)** between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. DFAS-FVS/CO will not be held accountable for transmissions not received.

(5) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-FVS/CO specifically requests it.

(d) SUBMISSION OF INVOICES ELECTRONICALLY.

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices, and Addendum 824, Invoice Return Notification. Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transaction Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.

(3) **INVOICING ADDRESS.** Electronic invoices for items paid for with DLA/DESC, as cited on the DD 1155 or SF 1449, shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(e) SUBMISSION OF INVOICES BY COURIER.

(1) Couriers, acting on the behalf of the Contractor, may deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
FUELS ACCOUNTING AND PAYMENTS
DFAS-FVSFA/CO
3990 EAST BROAD STREET, BLDG 21
COLUMBUS OH 43213-1152

(2) Invoices submitted by courier to the above address will be treated in a timely manner.

(f) NOTES.

(1) Invoices will reflect quantities in **whole** numbers.

(2) Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(3) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Invoices for detention/demurrage costs will be submitted by the Contractor directly to the Contracting Officer.

(DESC 52.232-9F70)

SECTION H**H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC NOV 2000)**

(a) Under Data Item Description (DID) Number DI-MGMT-80320 and AMSC Number S4068, the Contractor shall provide the required transaction data shown under (d) below.

(b) The Contractor agrees to submit, within 72 hours of delivery, the shipping data specified in (d) below for all f.o.b. origin shipments requiring transportation by pipeline, tank truck, or tank car. In addition to f.o.b. origin shipments, the Contractor also agrees to submit such information on all other shipments to areas under the responsibility of Defense Energy Support Center (DESC) West. Data specified shall be submitted to the appropriate DESC office listed below:

AREA OF LIFT (SHIPMENT)**DESC ADDRESS AND TELEPHONE NUMBER**

Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia

Defense Energy Support Center - Fort Dix
5249 Delaware Avenue
Fort Dix, NJ 08640-5000
TELEPHONE: 609-562-2074/2075
DSN: 944-2074/2075
FAX: 609-562-6158
DSN (FAX): 944-6158

Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin, and Wyoming

Defense Energy Support Center - St. Louis
66 Sherman Road
Jefferson Barracks
St. Louis, MO 63125-1513
TELEPHONE: 314-260-8786/8787
DSN: 490-8786/8787
FAX: 314-260-8796
DSN (FAX): 490-8796

Alabama, Arizona, Arkansas, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Bolivia, Caribbean Area, Colombia, El Salvador, Honduras, Mexico, Puerto Rico, and West Indies

Defense Energy Support Center - Houston
2320 La Branch Street, Suite 1005
Houston, TX 77004-1091
TELEPHONE: 713-718-3883
DSN: 940-1373
FAX: 713-718-3891/3899

California, Idaho, Montana, Nevada, Oregon, Utah, and Washington

Defense Energy Support Center - Los Angeles
3171 N. Gaffey Street
San Pedro, CA 90731-1099
TELEPHONE: 310-900-6960
FAX: 310-900-6976

Alaska and Aleutians

Defense Energy Support Center - Alaska
Elmendorf AFB, AK 99506-5000
TELEPHONE: 907-552-3760/2857/4650
TWX: 907-753-0517

CLAUSE H19.02 CONT'D**(c) OVERSEAS AREA OF RESPONSIBILITY (INCLUDING ALASKA AND HAWAII):**

<u>AREA</u>	<u>FOOTNOTE</u>	<u>AREA</u>	<u>FOOTNOTE</u>
Afghanistan	2	Marianas	3
Africa (except countries assigned to DFR Middle East)	1	Mediterranean Sea countries	1
Alaska	3	New Zealand	3
Australia	3	Oman	2
Bahrain	2	Pakistan	2
Burma	3	Philippines	3
Djibouti	2	Qatar	2
East Indies	3	Ryukyu Islands	3
Egypt	2	Saudi Arabia	2
Ethiopia	2	Somalia	2
Europe (continental)	1	South Pacific Islands	3
Hawaii	3	Sri Lanka	3
Indian Ocean countries	3	Sudan	2
Japan	3	Taiwan	2
Jordan	2	Thailand	3
Kenya	2	Turkey	1
Korea	3	United Arab Emirates	2
Kuwait	2	United Kingdom	1
Malaya	3	Yemen	2

FOOTNOTES:**1. DESC Europe**

American Arms Hotel
August STR 6 Box 224
65189 Wiesbaden, Germany

Phone:

COM 49-611-380-7666

FAX 011 49-611-380-7412

2. DESC Middle East

PSC 451, Box 386
FPO AE 09834-0386

Phone: Awali, Bahrain

DSN (318) 439-4650

COM 011 973-724650

FAX 011 973-724670

3. DESC Pacific

Box 64110
Camp H M Smith HI 96861-4110

Phone: COM (808) 477-6692

FAX (808) 477-5710

(d) In order of preference, shipment data may be submitted via facsimile (FAX), mail, telephone, or TWX/TELEX.

(1) If the FAX method is used, the Contractor shall transmit one copy of the signed DD Form 250, Material Inspection and Receiving Report.

(2) If the FAX method is NOT used, AND the normal mailing time DOES NOT EXCEED 72 hours, the Contractor may submit one copy of the signed DD Form 250 by mail.

(3) If the FAX method is NOT used and the normal mailing time EXCEEDS 72 hours, the Contractor shall extract the data specified below from the applicable DD Form 250 for submission via telephone or TWX/TELEX. Submission of data via these methods shall be confirmed by a signed copy of the DD Form 250, received by the cognizant DESC office within 14 days of the f.o.b. origin delivery.

CLAUSE H19.02 CONT'D

DATA	DD FORM 250 BLOCK NO./DATA
A. National stock number	16 Enter as cited
B. Quantity	17 Enter as cited
C. Contract number	1 Enter as cited
D. Contract line item number	15 Enter as cited
E. Shipment number/SUPAAC	2 Enter as cited
F. Day commenced loading/pumping	16 Enter for pipeline, if cited
G. Bill of lading (B/L) number	4 Enter as cited, for f.o.b. origin shipments only
H. Delivery order number	1 Enter as cited
I. Final shipment indicator	2 Enter, if cited, after "Shipment No."
J. Product Shipment Day	3 Enter as cited, for f.o.b. origin shipments only
K. Product receipt day	22 Enter as cited, for other than f.o.b. origin shipments
L. Mode of shipment	4 Enter as cited

(4) For those Contractors that are authorized Alternate Release Procedures on f.o.b. origin shipments, the unsigned DD Form 250 shall be sent to the applicable DESC office in lieu of the signed copy referenced in (1), (2), and (3) above.

(DESC 52.242-9FQ1)

SECTION I

THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.

II.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling **1-888-227-2423** or via the Internet at **<http://www.ccr2000.com>**.

(DFARS 252.204-7004)

I2.05 CHANGES - FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(FAR 52.243-1)

I11.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(FAR 52.242-13)

I27 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States, its possessions, and Puerto Rico, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) **Contract date**, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned, as used in this clause, means any country, other than the United States, its possessions, and Puerto Rico, in which expenditures under this contract are made.

Tax and taxes, as used in this clause, include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

All applicable taxes and duties, as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

CLAUSE I28.21 cont'd

After-imposed tax, as used in this clause, means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax, as used in this clause, means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Excepted tax, as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

I33 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

CLAUSE I33 cont'd

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

I81 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the expiration of the ordering period. (FAR 52.216-22)

I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC APR 2001)

(a) The Government agrees to purchase, during the period of this contract and in accordance with the terms of this contract, at least a quantity (or quantities) of product that, under the contract terms, will be not less than 75 percent of the total original estimated contract volume. The Government may satisfy this obligation by purchasing against any or all of the contract line items.

(b) If, under a single solicitation, contract line items are not all awarded at the same time, then, for purposes of this clause, the above mentioned total original estimated contract volume shall be that of the contract after award has been made of all items.

(c) During the period of this contract it may occur that, for administrative convenience, the Government will add to this contract by contract modification additional contract line items being awarded to the Contractor pursuant to a different solicitation. If this occurs, then the Government's original purchase obligation under this contract shall remain unchanged and will in no way extend to the new contract line items. Instead, the Government agrees to an additional purchase obligation, namely, to purchase in accordance with the terms of the contract, during the remaining period of the contract, at least a quantity (or quantities) of any or all of the new line items that, under the contract terms, will be the minimum stated in the solicitation incorporated into the contract modification.

(d) Notwithstanding the provisions of the INDEFINITE QUANTITY clause--

(1) On the final order placed for each product from each refinery source calling for delivery into or by means of tanker, barge, or pipeline, the Government shall be entitled to order, and if ordered, the Contractor shall be required to furnish up to 50,000 barrels over what the Government would otherwise be entitled to lift. However, in no event shall this additional quantity exceed the monthly quantity as defined in the DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) or the DELIVERY AND CONTRACT PERIODS FOR TANKER AND BARGE DELIVERIES (DOMESTIC BULK) clause.

(2) The Contractor may, at its option, make deliveries subsequent to 30 days after the expiration of the ordering period, if requested by the Government.

(e) If this contract provides for delivery of the same grade of fuel at more than one location, the Ordering Officer may order and the Contractor may, at its option, furnish more than the quantity specified for any one location; PROVIDED, however, that in no event shall an Ordering Officer be entitled to order, nor shall the Contractor be required or permitted to deliver, if ordered, a quantity of any one grade of fuel that, in the aggregate, would be in excess of the total quantity of such grade of fuel specified in this contract. Nothing contained in this paragraph (e) shall prohibit the overage permitted pursuant to (d) above.

(f) The scope of this contract does not include--

CLAUSE I86.12 cont'd

- (1) Alteration to the specification that would require significant reconfiguration of refinery design, or significant modification of current and planned refinery operations;
- (2) Alteration in method of shipment that would result in significant disruption of current and planned refinery operations;
- and
- (3) Alteration of the place of delivery, under f.o.b. origin contracts, that would require delivery from a refinery other than the one(s) specified in the Contractor's offer.

(DESC 52.216-9FH5)

II79 ALLOCATION (DESC JUL 1995)

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--

- (1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;
- (2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and
- (3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

- (1) Accept an updated pro rata reduction as outlined in (a) above;
- (2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or
- (3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

- (1) The law, regulation, or order, furnishing copies of the same;
- (2) The authority under which it is imposed; and
- (3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DESC 52.249-9F05)

I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through the period specifically authorized in the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

I211.02 ORDERING (CONT'D) (DESC JAN 1991)

(d) For product funded and paid for by the Defense Logistics Agency, the Contractor will be furnished with a document entitled "Source Identification and Ordering Authorization." This document is for planning purposes only and does not constitute an order under the contract. This document will also indicate the activity(ies) authorized to place orders under this contract. This document does not in any manner modify or limit Contractor's obligation to deliver pursuant to properly placed orders as provided in the contract.

(DESC 52.216-9FC5)

SECTION L**L2.10 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(FAR 52.214-34)

L2.10-1 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(FAR 52.214-35)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is (703) 767-8506.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror;

and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Quantity, Fixed Price with Economic Price Adjustment contract resulting from this solicitation.

(FAR 52.216-1)

L115 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)

Offers are invited on the basis of both f.o.b. origin and f.o.b. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of f.o.b. origin only or f.o.b. destination only is acceptable, but will be evaluated only on the basis submitted.

(FAR 52.247-45)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

SECTION M**M4.01 RIGHT TO APPLY F.O.B. ORIGIN OFFER (DESC JAN 1976)**

The Government reserves the right to apply an f.o.b. origin offer against any destination item for the same product.

(DESC 52.247-9F55)

M10 EVALUATION - ALL OR NONE (DESC MAR 2000)

Offers that tie one item to another (i.e., "If awarded Item 0020, we will accept items 0019 & 0021"; "We will only accept Item 0001 if awarded Item 0002"; "We will only accept Item 0003 & Item 0010 together") will be considered "All or None" offers for those items that are "tied" together. Offers or proposals submitted on an "All or None" basis will be evaluated in the aggregate, and the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered. Offers may also specify a minimum quantity for award and award will be made at the lowest overall cost to the Government, price and other factors considered. Offers may not, however, tie F76 with other products, tie together the product or quantity from one refinery or production facility with the product or quantity from a separate refinery or production facility, nor include an overall minimum quantity for award that ties together the products or quantities of separate refineries or production facilities. Such offers will be rejected as unacceptable.

(DESC 52.209-9F40)

M24.04 EVALUATION OF OFFERS INVOLVING F.O.B. ORIGIN TANKER LOADING FOR FUEL REQUIREMENTS FOR ANTARCTICA (BULK) (DESC JAN 1998)

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation to be used in evaluation will be based on the actual daily costs as determined by Military Sealift Command (MSC). The tanker rate will be applied to a transportation routing based on the last discharge port of the MSC T-5 tanker to be used to lift this requirement (determined jointly by DESC and MSC), the offeror's origin location, the destination discharge location, and the anticipated subsequent load port for the T-5 tanker. Prior to the receipt of Final Revised Proposals, DESC will provide to each offeror the location of the vessel that would most likely be assigned to lift products from offered sources under a resultant contract (includes anticipated load port subsequent to discharge at destination). Based on these considerations, MSC will determine the transit time from the T-5 tanker discharge port to the offeror's origin port, origin load time, the transit time to the destination discharge port, destination discharge time, and the transit time to the next anticipated T-5 load port. Transportation, expressed in U.S. cents per gallon, will be added to the per gallon offered price to determine the evaluated price.

(b) For purposes of evaluating applicable tanker transportation costs in determining the lowest delivered costs to the Government, the following provisions apply:

(1) A maximum of 240,000 barrels (bbls) of product will be considered sufficient quantity to fully utilize vessels over 30,000 Dead Weight Tonnage (DWT).

(2) In the event an offeror limits its offer to individual tanker liftings of less than the full requirement, the offer will be evaluated on the basis of (i) a single-port load plus shifting charges if it is determined that products under this solicitation will be available in the same port area, (ii) the lowest cost two-port loadings if it is determined that products will not be available in the same port area but will be available in another port area in the same geographic area under this solicitation, or (iii) total vessel cost prorated over maximum parcel size offered or required if there are no other products offered for tanker loading in the same geographic area or if the Schedule limits the offer to the same geographic area. The additional costs represented by the shifting charge or the two-port loading will be assessed for evaluation purposes against such offer on a prorated basis per gallon or per barrel based on the quantity indicated by the offeror as the maximum lifting.

(c) Upon completion of the initial evaluation, if any portion of the product(s) utilized to fails to evaluate as the lowest laid down cost, the product(s) will be eliminated and new transportation costs applied based on the successful portion of the product(s).

(DESC 52.247-9F45)

M33 QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DESC MAR 1997)

(a) DESC will add five days to offered tanker lift intervals and three days to offered barge lift intervals to determine if the maximum total quantity offered for each offered item can be lifted under a resultant contract. These evaluation factors were derived from operational scheduling realities and will only be used for evaluation purposes. If the application of this provision results in the evaluation of less than the maximum total quantity offered for that item, then the Government will not award more than the evaluated total quantity. However, offerors should consider the Government's evaluation factors for tanker and barge lift intervals to assure lift intervals and parcel sizes provide for full evaluation of maximum total offered quantity for all items by all modes of delivery.

(b) Unless defined otherwise by the offeror, lift interval is the time between the completion of loading (release of vessel by the Government inspector) until the scheduled delivery date of the next lifting for a specific product.

(c) For companies offering f.o.b. destination by barge, the additional three days that are added to the lift interval for evaluation purposes do not apply. In addition, f.o.b. destination barge offers are not penalized for any operational constraints such as daylight berthing and quantities less than a full vessel.

(DESC 52.247-9F15)

M55 CONVERSION FACTORS (DESC APR 1998)

(a) This provision applies to all products except lubricating oils.

(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

(1) TABLE I.

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

(2) TABLE II.

PRODUCT	DENSITY TYPICAL		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	@15°C	@60°F					
	Kg/m ³	API					
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
BURNER FUEL OILS							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25

CLAUSE M55 cont'd**DIESEL FUELS**

DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36

INTERMEDIATE FUEL OILS

IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01

JET FUELS

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26

KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) TABLE III.

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u> <u>20 deg C/20 deg C</u>		
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>
FSII DIEGME	1.025	8.561	3.884

(DESC 52.215-9FA1)

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that

either--

- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
- (2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

M74 USE OF DESP BY COMMERCIAL SUPPLIER OFFERING PRODUCT UNDER DESC SOLICITATIONS (DESC AUG 1983)

DESC reserves the right to accept or reject offers that require movement of product through a Defense Energy Support Point to effect tanker loading. Rejection may be based on economics, detrimental logistical impact on the Government, or other good cause.

(DESC 52.211-9F35)

SEGMENT II

This segment applies to both domestic and foreign concerns to the extent that work is performed under this contract within the United States or outside the United States by employees recruited within the United States.

SECTION I (SEGMENT II)**I28.02-1 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC AUG 1997)**

(a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:

(1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

FET PER GALLON

\$0.184
\$0.1532
\$0.1424
\$0.130

PERCENTAGE OF ALCOHOL

0.0% up to but not including 5.7%
5.7% up to but not including 7.7%
7.7% up to but not including 10%
10% and above

(2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should not be included on the Contractor's invoice since all fuel is intended for exempt uses.

(3) **RESIDUAL FUEL OIL.** There is no FET on residual fuel oil.

(4) **DIESEL FUEL.**

(i) **UNDYED DIESEL FUEL.** The FET of \$0.244 per gallon **SHOULD BE INCLUDED** on the Contractor's invoice as a separate item.

(ii) **DYED DIESEL FUEL.** The FET of \$0.244 per gallon **SHOULD NOT BE INCLUDED** on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.

(iii) **F76.** The FET of \$0.244 per gallon **SHOULD NOT BE INCLUDED** on the Contractor's invoice as a separate item for F76 since F76 is excluded from the definition of diesel fuel under Internal Revenue Service regulation 26 CFR Section 48.4081-1.

(5) **JET FUEL.** The FET of \$0.219 per gallon should not be included on the Contractor's invoice since all fuel is intended for exempt uses. **A Contractor not permitted by IRS regulations to sell fuel tax free should state that in its offer.**

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax.

(d) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices **INCLUDE** State and local environmental and oil spill taxes and inspection fees.

(e) **INSPECTION FEES.** Unless an exemption applies, all contract prices **INCLUDE** State and local inspection fees.

(f) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.

(g) **LICENSES.** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F20)

I28.03-1 TAX EXEMPTION CERTIFICATES (DESC MAR 1989)

(a) **FEDERAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal excise tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer.

(b) **STATE AND LOCAL TAXES.** Contractor's requests for tax exemption certificates covering any State and local tax excluded from the **FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE** clause shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer.

CLAUSE I28.03-1 cont'd

(c) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (c) will be issued by the Ordering Officer.

(DESC 52.229-9F40)

SECTION L (SEGMENT II)

L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)